

**SERIAL 05202 C      SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S**

**DATE OF LAST REVISION: April 09, 2009      CONTRACT END DATE: August 31, 2009**

**CONTRACT PERIOD THROUGH ~~APRIL 30, 2009~~ AUGUST 31, 2009**

**TO:**                    All Departments  
**FROM:**                Department of Materials Management  
**SUBJECT:**            Contract for **SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 20, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**MB/mm**  
Attach

Copy to:                Materials Management  
                              Barry Thiem, MCSO Sheriff's Warehouse  
                              Lloyd Weaver, Juvenile Court

(Please remove Serial 01010-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S (NIGP CODE 80080)**

**1.0 INTENT:**

The intent of this Solicitation is to establish a contract for footwear to be used by Maricopa County Sheriff's Office for inmates. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 Inmate Shoes:

- 2.1.1 Slip on.
- 2.1.2 Cotton army duck upper.
- 2.1.3 Molded rubber based outsole.
- 2.1.4 Cushioned insole.
- 2.1.5 Plain toe (without toe guard).
- 2.1.6 Machine washable.
- 2.1.7 Reinforced seams.
- 2.1.8 Heel Pad.
- 2.1.9 Navy Blue or Black
- 2.1.10 Size:
  - 2.1.10.1 Men's:
    - 2.1.10.1.1 5 to 15
  - 2.1.10.2 Women's:
    - 2.1.10.2.1 5 to 8

2.2 Juvenile Shoes:

- 2.2.1 10 oz Duck Drill canvas upper Backed to a 8oz Duck Drill canvas lining. Canvas uppers and lining 100% cotton.
- 2.2.2 6 oz Canvas inner cap.
- 2.2.3 Reinforced Hi-Styrene added rubber counter to enhance Heel support. Padded Collar.
- 2.2.4 High Density forming Insole fully cushioned.
- 2.2.5 Cookie Arch Support.
- 2.2.6 White Elastic twin-gore.
- 2.2.7 Hand Lasted, Cemented, and Double Vulcanized Construction.

2.2.8 White Rubber toe cap, Foxing, and Front Bumper.

2.2.9 Slip-resistant and Non-marking outsole.

2.2.10 Navy Blue

2.2.11 Sizes:

2.2.11.1 Boys:

2.2.11.1.1 5 to 15

2.2.11.2 Girls:

2.2.11.2.1 5 to 15

2.3 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.4 DELIVERY:

Delivery is required F.O.B. DESTINATION, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) County contract number;

- (5) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.6 INVOICING REQUIREMENTS:**

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

**2.7 STOCK:**

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

**2.8 WARRANTY:**

The minimum warranty period shall be sixty (60) days for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

**2.9 SAMPLES:**

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

**2.10 PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.10.1 Documentation from the manufacturer that the product has been discontinued.
- 2.10.2 Documentation that names the replacement product.
- 2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
- 2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.11 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.12 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR to the Contract expiration date. *Justification* for the requested adjustment in cost of labor and/or materials **must** be supported by appropriate documentation and **must** be within the *Producer Price Index* for the commodity. *Increases are subject to approval in writing* by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.7 INDEMNIFICATION:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

**MATHEW BAUER** ~~ANDREA STUPKA~~, PROCUREMENT CONSULTANT, 602-506-3504  
**3454.**  
(~~astupka~~ **bauerm002**@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

Barry Thiem, Sheriff's Warehouse, 602-506-6513  
Lloyd Weaver, Juvenile Courts, 602-372-0532

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

*For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.*

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.13.1 Two copies of the following:

3.13.1.1 Attachment A – Pricing

3.13.1.2 Attachments B - Agreement Page (with original signatures)

3.13.1.3 Attachment C – References

3.13.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)

3.13.1.5 Literature, Technical and Descriptive

3.14 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.14.1 **By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.**

3.14.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

3.15 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.15.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.15.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.16 **CONTRACTOR LICENSE REQUIREMENT:**

3.16.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.16.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**CAREFREE UNIFORMS, PO BOX 12631, SCOTTSDALE, AZ 85267**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO \_\_\_\_\_% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PRICING SHEET: C843003

**PRICING:**

	<b>ITEM DESCRIPTION</b>	<b>ANNUAL USAGE by pair</b>	<b>UNIT PRICE</b>
1.1	<b>Men's Sizes:</b>		
1.1.1	<b>SLDY908</b> (0409000) Size 6	100	<del>\$ 2.00</del> <b>2.85</b>
1.1.2	<b>SLDY909</b> (0409004) Size 7	200	<del>\$ 2.00</del> <b>2.85</b>
1.1.3	<b>SLDY910</b> (0409002) Size 8	700	<del>\$ 2.00</del> <b>2.85</b>
1.1.4	<b>SLDY911</b> (0409003) Size 9	1400	<del>\$ 2.00</del> <b>2.85</b>
1.1.5	<b>SLDY912</b> (0409004) Size 10	1600	<del>\$ 2.00</del> <b>2.85</b>
1.1.6	<b>SLDY913</b> (0409005) Size 11	1600	<del>\$ 2.00</del> <b>2.85</b>
1.1.7	<b>SLDY914</b> (0409006) Size 12	750	<del>\$ 2.00</del> <b>2.85</b>
1.1.8	<b>SLDY915</b> (0409007) Size 13	400	<del>\$ 2.00</del> <b>2.85</b>
1.1.9	<b>SLDY916</b> (0409008) Size 14	100	<del>\$ 2.00</del> <b>2.85</b>
1.2	<b>Women's Sizes:</b>		
1.2.1	<b>SLDY903</b> (0409009) Size 5	150	<del>\$ 2.00</del> <b>2.85</b>
1.2.2	<b>SLDY904</b> (0409040) Size 6	150	<del>\$ 2.00</del> <b>2.85</b>
1.2.3	<b>SLDY905</b> (0409044) Size 7	200	<del>\$ 2.00</del> <b>2.85</b>
1.2.4	<b>SLDY906</b> (0409317) Size 8	400	<del>\$ 2.00</del> <b>2.85</b>

**CAREFREE UNIFORMS, PO BOX 12631, SCOTTSDALE, AZ 85267**

Terms: 2% 10 Net 30

Vendor Number: W000003154 X

Telephone Number: 480/368-9056

Fax Number: 480/368-9063

Contact Person: Miranda Supko

E-mail Address: [Miranda@carefreeuniforms.com](mailto:Miranda@carefreeuniforms.com)

Company Web Site: [www.carefreeuniforms.com](http://www.carefreeuniforms.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2009.**

**GOLD WATER INDUSTRIES INC., 17221 S WESTERN AVENUE, GARDENA, CA 90247-5225**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

**PRICING:**

	<u>ITEM DESCRIPTION</u>	<u>ANNUAL USAGE by pair</u>	<u>UNIT PRICE</u>
1.3	<b>Juvenile Sizes</b>		
1.3.1	(0604160) Size 5	85	<u>\$ 2.07</u>
1.3.2	(0604161) Size 6	85	<u>\$ 2.07</u>
1.3.3	(0604163) Size 7	330	<u>\$ 2.07</u>
1.3.4	(0604164) Size 8	330	<u>\$ 2.07</u>
1.3.5	(0604165) Size 9	440	<u>\$ 2.07</u>
1.3.6	(0604166) Size 10	440	<u>\$ 2.07</u>
1.3.7	(0604167) Size 11	330	<u>\$ 2.07</u>
1.3.8	(0604168) Size 12	165	<u>\$ 2.07</u>
1.3.9	(0604169) Size 13	85	<u>\$ 2.21</u>
1.3.10	(0604170) Size 14	20	<u>\$ 2.21</u>
1.3.11	(0604171) Size 15	20	<u>\$ 2.21</u>

**GOLD WATER INDUSTRIES INC., 17221 S WESTERN AVENUE, GARDENA, CA 90247-5225**

**PRICING SHEET: NIGP CODE 8008001**

Terms: NET 30

Vendor Number: W000006591 X

Telephone Number: 310/538-4560

Fax Number: 310/538-0644

Contact Person: Jack Wang

E-mail Address: [bids@goldwaterusa.com](mailto:bids@goldwaterusa.com)

Company Web Site: [www.goldwaterusa.com](http://www.goldwaterusa.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~April 30~~ **August 31, 2009.**